

PARTICIPATING ADDENDUM

Between

THE COMMONWEALTH OF PENNSYLVANIA

And

CELLCO PARTNERSHIP, DBA VERIZON WIRELESS

**UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT**

MASTER AGREEMENT #1907

1. **Parties.** This Participating Addendum (the "Participating Addendum") dated this _____ day of _____, 2012 ("PA Effective Date") is between Cellco Partnership, dba Verizon Wireless ("Contractor") and the Commonwealth of Pennsylvania acting through its Governor's Office of Administration ("Participant" or the "Commonwealth") (at times, Contractor and Participant are referred to herein individually as a "Party" or together as "Parties"). Unless otherwise defined, all capitalized terms in this Participating Addendum have the meanings ascribed to them in the Western States Contracting Alliance, Wireless Communication Services and Equipment Master Agreement, #1907 (the "Master Agreement").
2. **Authorized Purchasing Entities.** The Commonwealth hereby designates and authorizes the following "Participating Entities" to purchase products and services from Contractor under the terms and conditions of the Master Agreement and this Participating Addendum: all Commonwealth agencies as that term is defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. §103, and all local public procurement units, as that term is defined in Section 1901 of the Commonwealth Procurement Code, 62 Pa.C.S. §1901.
3. **Purchase Orders.** All Participating Entities issuing valid Purchase Orders will be bound by the terms and conditions of the Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The Parties acknowledge and agree that orders submitted to Contractor from a Participating Entity through the Participating Entity's Business Procurement Card are authorized Purchase Orders under this Participating Addendum.
4. **Price Agreement Number:** All Purchase Orders issued by Participating Entities within the jurisdiction of this Participating Addendum must include Master Agreement Number 1907.
5. **Primary Contacts.**

5.1 **Participant.** Participant's primary contact for this Participating Addendum is:

Sheryl Kimport, IT Commodity Specialist
Commonwealth of Pennsylvania
Governor's Office of Administration
Office for Information Technology
Bureau of IT Procurement
506 Finance Building, Harrisburg, PA 17120
Phone: (717) 346-2670
E-mail: skimport@pa.gov

5.2 Contractor. Participant's primary contact for this Participating Addendum is:


Name: Brian Beckenbaugh
Address: Cellco Partnership, dba Verizon Wireless
1 Verizon Pl
Alpharetta, GA 30004-8510
Telephone: 717-574-7474
Fax: 717-540-8282
E-mail: brian.beckenbaugh@verizonwireless.com

6. **Incorporation of Special Terms, Conditions and Requirements.** The Parties agree to be bound by the Special Terms and Conditions attached hereto as Exhibit A and made part of this Participating Addendum, and the Service and Equipment Requirements attached hereto as Exhibit B and made a part of this Participating Addendum.
7. **Authority to Enter into Participating Addendum.** The Office of Administration, as part of the authority delegated to it by the Department of General Services to handle IT procurements for the Commonwealth, is authorized under Section 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa.C.S. §§1902, 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth. By signing below, the corresponding Party's representative represents that such person is duly authorized by Contractor or the Participant, as applicable, to execute this Participating Addendum on behalf of the respective Party, and that the Contractor and the Participant agree to be bound by the provisions hereof.
8. **Order of Precedence.** The Parties acknowledge and agree that in the event of a conflict between the terms contained in the Master Agreement, the Special Terms and Conditions, the Service and Equipment Requirements and this Participating Addendum, the order of precedence shall be:
 - 1) this Participating Addendum; and then,
 - 2) the Special Terms and Conditions; and then,
 - 3) the Service and Equipment Requirements; and then,
 - 4) the Master Agreement.

This Section 8 specifically supersedes any order of precedence language set forth in the Master Agreement.

9. **Termination of Original Participation Agreement.** On or about October 2008, the parties executed a Participating Addendum under a prior version of the Master Agreement (the "Original Participating Addendum"). The parties acknowledge and agree that, on the PA Effective Date (a) all Commonwealth End Users with active Service under the Original Participating Addendum will be moved to this Participating Addendum; and (b) the Original Participating Addendum will terminate.
10. **Entire Agreement.** This Participating Addendum sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum will not be added to or incorporated into this Participating Addendum by any subsequent Purchase Order or otherwise; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum will prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum as of the date of execution by both parties below.

Witness:		Cellco Partnership, dba Verizon Wireless
Signature		
Printed Name	Date	Todd Loccisano 9/24/2012
		Executive Director
Title		Enterprise & Government Contracts

Federal I.D. Number - 223372889
SAP Vendor Number - 116227

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION**

By: _____ [Signature Affixed Electronically]
Secretary Date

APPROVED:

_____[Signature Affixed Electronically]_____
Comptroller Date

APPROVED AS TO FORM AND LEGALITY:

_____[Signature Affixed Electronically]_____
Office of Chief Counsel Date

_____[Signature Affixed Electronically]_____
Office of General Counsel Date

_____[Signature Affixed Electronically]_____
Office of Attorney General Date

Cellco Partnership, dba Verizon Wireless

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

This Exhibit A, "Special Terms and Conditions", is a part of the Participating Addendum ("Participating Addendum") between **Cellco Partnership, dba Verizon Wireless** (the "Contractor") and the **Commonwealth of Pennsylvania** acting through its Governor's Office of Administration ("OA"). Unless otherwise defined, all capitalized terms in this Exhibit shall have the meaning ascribed to them in the Participating Addendum.

1. CONTRACT PURCHASE ORDER

Commonwealth agencies and local public procurement units may issue purchase orders against this Participating Addendum directly with the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency or local public procurement unit. All purchase orders received by the Contractor up to and including the expiration date of the Participating Addendum are acceptable and must be performed in accordance with the Participating Addendum and the purchase order. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Participating Addendum.

Purchase orders may not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

OA and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for a purchase order to be legally enforceable.
- b. Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth transmitting the order has properly received an acknowledgement.
- c. The parties agree that no writing shall be required in order to make the purchase order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or

enforceability of a genuine purchase order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

2. COMMONWEALTH EXECUTIVE AGENCY ORDERING PROCESS

Commonwealth executive agencies shall use the Enterprise Services Management System (ESMS) to order services and equipment against this Participating Addendum. ESMS Service Orders will be used to establish or modify services. Orders may be sent by e-mail entered through a web interface. All services activation and termination must be authorized through the designated Commonwealth executive agency Telecommunications Management Officer ("TMO") or designee. OA will provide the Contractor with a list of TMO's within 10 days after the effective date of the Participating Addendum.

3. DEACTIVATION/TERMINATION OF SERVICE

Cellular/data service accounts may not be deactivated nor may service be discontinued without the prior written request of the authorized user, except as provided in this Section 4. Deactivation or termination of services requests must be completed by the Contractor within twenty-four (24) hours receipt of such request from an authorized user. In the event that a cellular/data service account is delinquent in payment of undisputed charges for a period of not less than sixty (60) days, Contractor will provide notice to OA of the delinquency. If the delinquency is not resolved to Contractor's satisfaction within thirty (30) days following such notice, Contractor may deactivate said account.

4. CONTRACT MANAGEMENT

The Contractor shall assign a project manager and project supervisor for the Participating Addendum. The project manager shall be responsible for coordination of all activities between all authorized users and the Contractor. The project manager, or the office represented, shall be responsible for coordinating orders and answering billing questions. The project manager shall be the central point of contact for the Contractor.

The Commonwealth reserves the right to review new hardware as made available in the market place to add to this contract.

In the event that OA is dissatisfied with the performance of the project manager, it will contact the project supervisor. At OA's request, the Contractor shall replace the project manager.

The Contractor shall assign one or more individuals to function as customer service representative(s) for the duration of the Participating Addendum. These individuals shall be responsible for providing services under the Participating Addendum, which include, but are not limited to, operational and billing problem resolution, product and technical information, and training. They will be responsible to the project manager. At OA's request, the Contractor shall replace a customer service representative.

The names, mailing addresses, e-mail addresses and telephone numbers of the project manager, the project supervisor, and the customer service representatives shall be provided to OA within ten (10) days of execution of this Participating Addendum.

5. PRIMARY CONTACT

The primary contact individual for this Participating Addendum is as follows:

Sheryl Kimport, IT Commodity Specialist
Commonwealth of Pennsylvania
Governor's Office of Administration
Office for Information Technology
Bureau of IT Procurement
506 Finance Building, Harrisburg, PA 17120
Phone: (717) 346-2670
E-mail: skimport@pa.gov

6. CONTRACT CONTROVERSIES

In the event of a controversy, dispute or claim arising from the Participating Addendum, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

If the matter cannot be resolved between the parties, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the representative and the Contractor. The contracting officer shall send his written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order.

Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims, if the claim involves a Commonwealth executive or independent agency or a state-affiliated entity. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Agreement or the Participating Addendum in a manner consistent with the determination of the contracting officer and shall compensate the Contractor pursuant to the terms of the Participating Addendum.

7. CONTROLLING LAW

The Participating Addendum between OA and the Contractor shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Pennsylvania or federal) shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

8. COMMONWEALTH HELD HARMLESS

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Participating Addendum and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

9. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- (a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that governs contracting with the Commonwealth.
- (b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

- (c) Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 et seq.; the *State Adverse Interest Act*, 71 P.S. §776.1 et seq.; and the *Governor's Code of Conduct*, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
- (d) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- (e) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct*, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- (f) Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- (g) Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- (h) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (i) Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - (1) Approved in writing by the Commonwealth prior to its disclosure; or
 - (2) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

- (3) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - (4) Necessary for purposes of Contractor's internal assessment and review; or
 - (5) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - (6) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - (7) Otherwise required by law.
- (j) Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- (1) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (2) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - i. obtaining;
 - ii. attempting to obtain; or
 - iii. performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- (3) Violation of federal or state antitrust statutes.
- (4) Violation of any federal or state law regulating campaign contributions.
- (5) Violation of any federal or state environmental law.
- (6) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

- (7) Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- (8) Violation of any federal or state law prohibiting discrimination in employment.
- (9) Debarment by any agency or department of the federal government or by any other state.
- (10) Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- (k) If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - (1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - (2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- (l) Contractor shall comply with requirements of the *Lobbying Disclosure Act*, 65 Pa.C.S. § 13A01 *et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- (m) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

- (n) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- (o) Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- (p) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- (q) For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph (q).
 - (1) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - (2) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - (3) "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

- (4) "Financial interest" means:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (5) "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
- (6) "Immediate family" means a spouse and any unemancipated child.
- (7) "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (8) "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

10. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- (c) The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

- (d) The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (e) The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

11. CONTRACTOR RESPONSIBILITY PROVISIONS

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the

payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

12. AMERICANS WITH DISABILITIES ACT

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of

Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

13. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by OA , to audit the books, documents, and records of the Contractor to the extent that the books, documents, and records relate to costs or pricing data for this Participating Addendum or order. The Contractor agrees to maintain records that will support the prices charged and costs incurred for this Participating Addendum or any order.

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for this Participating Addendum or any order for a period of three years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and their authorized representatives.

14. OFFSET PROVISIONS

The Contractor agrees that the Commonwealth may set off the amount of any damages, state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under the Agreement.

15. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of this provision #53, the term "the Commonwealth" shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by

the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

16. TERMINATION PROVISIONS

In addition to the termination provisions provided for default in the Master Agreement, the Contractor and OA agree that the following additional termination provisions will apply to the Participating Addendum between the Contractor and OA.

- (a) **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Participating Addendum or a purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date

of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- (b) **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Participating Addendum or purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or contract purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

17. NOTICE

Any notice or demand from the Contractor or from OA shall be in writing and shall be delivered by US mail, postage prepaid, via registered or certified mail and/or by E-Mail. If to the Contractor in an envelope addressed to the attention of the project manager identified by the Contractor pursuant to Paragraph 4.

If to OA, in an envelope addressed to the attention of:

Sheryl Kimport, IT Commodity Specialist
Commonwealth of Pennsylvania
Governor's Office of Administration
Office for Information Technology
Bureau of IT Procurement
506 Finance Building, Harrisburg, PA 17120
Phone: (717) 346-2670
E-mail: skimport@pa.gov

18. TERM OF PARTICIPATING ADDENDUM

This Participating Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Participating Addendum to the Contractor. The Participating Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Agreement, and (b) termination of this Participating Addendum in accordance with its terms or the terms of the Master Agreement.

19. COSTARS PROGRAM

Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members. DGS has identified this Participating Addendum as one which will be made available for COSTARS Members' participation.

- (a) Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A "local public procurement unit" is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer are not State-affiliated entities under the Procurement Code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgsweb.state.pa.us/COSTARSReg/Member.aspx>

- (b) COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with

the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

- (c) DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- (d) COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- (e) Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor's classification:

Contractor Classification	Required Administrative Fee
Qualified Small Business Bidder , defined as having less than 100 full-time employees or full-time equivalent employees and Gross Annual Revenue less than \$20,000,000 (\$25,000,000 for IT sales or service businesses)	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract must pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the bidder is asserting that it is a Qualified Small Business, a completed Department of General Services Small Business Certification must be returned with the bid package.
2. At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to "Commonwealth of PA". The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.

- (f) DGS has registered the COSTARS name and logo (together, the "COSTARS Brand") as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.
1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
 - f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- (g) The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report summarizing the previous quarter's COSTARS Contract purchasing activity, using a form and in the format prescribed by DGS. For COSTARS members the report shall not identify any unique customer, but rather summarize the aggregated purchases by category for all non-state COSTARS

participants. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

1. The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at www.dgs.state.pa.us/costars. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

2. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

(h) Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

If your firm is awarded a Contract, does it agree to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?

Please Answer: YES ☒ NO ☐

Cellco Partnership, dba Verizon Wireless

EXHIBIT B

SERVICE AND EQUIPMENT REQUIREMENTS

1. Scope.

This Exhibit B, "Service and Equipment Requirements", is a part of the Participating Addendum ("Addendum") between **Cellco Partnership, dba Verizon Wireless** ("the Contractor") and the **Commonwealth of Pennsylvania** acting through the Office of Administration ("OA"). Unless otherwise defined, all capitalized terms in this Exhibit shall have the meanings ascribed to them in the Addendum.

2. General.

- a. The Plans set forth in this Exhibit B are the only Plans authorized for use by the Participating Entities. The Contractor cannot offer, and Commonwealth Participating Entities cannot accept, other service plans without prior authorization by the Office of Administration's Bureau of Commonwealth Telecommunication Services ("Enterprise Services") and OIP.
- b. The Plans and devices offered under this Participating Addendum are subject to change. Contractor and OA will meet once each calendar quarter to discuss these changes and OA will approve or reject the new Plans and/or devices within three (3) business days of that meeting. Unless agreed to by the parties, any Plan changes will affect new activations only; existing end users may remain on their existing Plan. Contractor will not charge Commonwealth Participating Entities any fees or charges for switching Plans during the term of this Participating Addendum.
- c. The Contractor cannot offer a promotional pricing program to Commonwealth Participating Entities under this Participating Addendum unless the program applies to all applicable accounts, is approved by OA, and is in effect for all Commonwealth Participating Entities. Any such promotional pricing will be available for ordering during the corresponding promotional period, and will then remain in effect for the duration of the Addendum.

3. Plans.

- a. Commonwealth Participating Entities: Contractor will make the Plans attached hereto as Attachment 1, available to Commonwealth Participating Entities. Attachment 1 is an informational summary of the Plans available under the Participating Addendum as of the PA Effective Date. The Parties understand and agree that such Plans are subject to change according to the Master Agreement and this Participating Addendum.
- b. Independent Agencies and COSTARs Members: Independent Agencies and COSTARs Members may utilize the full offering of Plans under the Western State Contracting Alliance Contract. For WSCA Master Contract detail please visit the following website:

<http://purchasing.state.nv.us/Wireless/wireless.htm>

4. Features.

All Plans must include the following features at no additional charge:

- Voice Mail
- Caller ID / Caller ID block
- Call Forwarding
- Three way calling
- Speed dialing
- Call Waiting

5. Basic Equipment Package.

All Plans must have the following basic equipment package included at no additional charge:

- Phone supporting digital service
- AC charger
- Phone battery

All equipment must be newly manufactured hardware. Remanufactured hardware will not be acceptable.

Those Commonwealth Participating Entities that have current wireless accounts with the Contractor that will carry over into the new contract period under the Participating Addendum, as of the PA Effective Date, will have the right to replace current devices with new replacement basic equipment packages at no additional cost, as long as the Participating Entity qualifies for a free upgrade under Contractor's upgrade policy.

6. Applicable Surcharges/Taxes.

- a. The Contractor acknowledges that Commonwealth Participating Entities are exempt from the Federal excise tax and accordingly the Commonwealth registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. Notwithstanding this exemption, Commonwealth agencies and local public procurement units that procure equipment and/or service under this Participating Addendum will pay: (a) any taxes not covered by this tax-exempt status, (b) the Universal Service Fund surcharge, (c) the Pennsylvania Gross Receipts Tax surcharge, and (d) the Regulatory Programs Fee. Contractor will, however, provide an offsetting credit to Commonwealth agencies and local public procurement units in the amount that they pay to Contractor for the Regulatory Programs Fee.
- b. Except to the extent specifically set forth in this Participating Addendum, Participating Entities shall not be required to pay any additional charges. To the extent that any additional charges result from a requirement imposed on the Contractor after the PA Effective Date, by the federal and/or state government to either pay, or collect and pay, directly to the governmental agency a required amount associated with the service provided under the Participating Addendum, the Contractor may charge/seek reimbursement for the charges related to the services provided to a Participating Entity under this Participating Addendum. In the event that the Contractor charges/seeks reimbursement for such charges, OA shall have the option to terminate this contract, and Commonwealth Participating Entities shall have the option to terminate an order, for convenience in accordance with the Participating Addendum.

7. Activation/Termination Charges.

Contractor shall not charge activation charges with respect to Plans activated under this Participating Addendum. Contractor shall not charge termination charges with respect to Plans terminated under this Participating Addendum, even if such Plan was activated under a prior agreement with the Contractor.

8. Late Payment Penalties.

The Contractor shall not assess a Participating Entity with late payment penalty until and unless such Participating Entity has received written notification of the payment delinquency after the passage of one billing cycle and the Participating Entity has received thirty (30) days to remedy the failure to pay following written notification.

9. Service Outages.

The Contractor will provide a rebate or credit to a Participating Entity for a prorated hourly portion of the applicable monthly service charges for each occurrence during which a user is denied use of service for eight (8) hours or more during any monthly billing period. The remedy shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the user is denied access to the service. Contractor provided credits shall never exceed the cost of the user's monthly service charges.

10. Equipment Repair & Replacement.

The Contractor agrees to pass through to authorize users any and all equipment vendor's warranties to the fullest extent allowed under applicable law.

11. Help Desk Requirements.

The Contractor will provide technical assistance, via phone and Internet, to all Commonwealth clients, on a 24 hour, 7 day a week basis, and shall provide an Emergency Point of Contact (EPOC) and Emergency Back-Up Point of Contact (EBPOC) list to the primary contact for all emergencies. This technical assistance must be available on the effective date of the Addendum. Information on accessing the technical assistance must be made available to OA.

12. Web Site Functionality/Accessibility.

The Contractor will design and build an internet site specifically designed to provide information to all Participating Entities regarding plans, pricing, hardware and services available via this Participating Addendum. The website will not provide ordering capability for any authorized users. The website will only be designed and activated following consultation and approval by OA.

13. Management/Billing Reports.

The Contractor shall produce a consolidated bill for each authorized user within a Participating Entity at a minimum of thirty (30) days prior to the payment due date. The billing cycle will be from the first day of month to at least the 28th day of the month. The Contractor is required to deliver billing information by the 5th day of the following month. Billing data must be partitioned by month and authorized user. Billing data must be available through the following means - soft copy or on-line web access. Online web access must be available (24 x 7 x 365).

The Contractor will be required to submit monthly individual billing account reports, to authorized users, according to the following uniform reporting requirements.

The Contractor must begin every Commonwealth agency account name with "Commonwealth of Pennsylvania". All carryover accounts must be renamed in accordance with this requirement. The account name will follow "Commonwealth of Pennsylvania" with the authorized Commonwealth agency and bureau/division title. One single master state account number must be used for all services activated under the Addendum. An additional account number, specific to each authorized user will follow the master state account number. A user account number will follow the authorized user account number.

The following must appear on the billing account reports:

- Agency name and authorized user acronym
- Commonwealth of Pennsylvania
- Address where invoice is mailed
- Telephone number of each line
- Date line was activated / ordered
- Plan Selected
- Number of monthly basic plan minutes
- Number of minutes used
- Charges per minute
- Total Monthly charges
- Total number of active lines
- Total number of minutes used
- Number of phones on account (where applicable for pooled accounts)

The following must appear on the monthly new equipment or new service report:

- Purchase order number (listed in the UDL Field)
- Authorized user Acronym (beginning with "Commonwealth of Pennsylvania")
- Account or Division Name
- Date equipment or service was delivered / ordered
- Manufacturer and Model number of equipment
- Plan Selected
- Total price of equipment purchased

The Contractor shall prepare and submit to OA Contract Manager, OA/Telecommunication Systems Manager and OA/Enterprise Services a closeout report due on the last day of the Addendum, to include a final inventory of all existing accounts in the same format as the monthly reports. The Contractor shall cooperate and provide to any successor and/or authorized user the information and records that a successor authorized user would require in order to continue services.

The Contractor must provide Quarterly Enterprise Usage/Plan Analysis reports to OA Contract Manager, OA/Telecommunication Systems Manager and OA/Enterprise Services within 30 days after the end of each quarter. The report will consist of:

- Date/Month
- Agency Name
- Agency account number (FAN)
- Number of units on Plans
- Plan description(s)
- Plan price(s)
- Plan discount(s)
- Invoice Total
- Plan minutes allowed
- Minutes used
- Plan overage minutes
- Overage minutes costs
- Night/Weekend minutes used
- Night/weekend overage cost
- Push to Talk minutes allowed
- Push to Talk minutes used
- Push to Talk overage cost
- Peak minutes used
- Text messages allowed
- Text message used
- Cost per text overage
- Text charges
- Additional Features
- Total Service Outage charges
- Total roaming charges
- Dollar difference from last report
- Percent difference from last report

The parties will meet once each calendar quarter to discuss the content of this Enterprise Usage/Plan Analysis Report. At such meetings, the parties will discuss desired modifications to such reports and will revise the requirements for the Enterprise Usage/Plan Analysis Report accordingly upon mutual agreement on the modifications.

Excel report requirements: Tabs for each Agency with totals, sort by plans, no blank lines, no subtotals, tab for summary of all agencies, if data is not available for any specific service leave blank, and keep old plan data until year end reports delivered.

14. Implementation Plan.

The Contractor shall provide a detailed implementation plan to OA, describing all the activities necessary to successfully make operational the full scope of service required by this Addendum within ten (10) days of Participating Addendum execution. However, the implementation for each authorized user must be developed, coordinated, and scheduled in cooperation with a representative of each authorized user.

15. Training Requirements.

At no additional cost, the Contractor must provide an orientation session(s) for all authorized user coordinators on the configuration and utilization of the services it intends to provide including trouble reporting, billing methods, management report interpretation and feature usage. OA will schedule the orientation session as soon as possible after the date of execution. Additional training sessions shall be scheduled at no additional cost, as required by the authorized users at mutually accepted locations.

Verizon Wireless Rate Plans
Commonwealth of Pennsylvania
11/1/2012
Attachment #1

Voice Plans

Pooled

Rate Plan Name	Price	After Discount	Included Minutes	N&W Minutes	Mobile-to-Mobile	Overage/Min	
Nationwide for Business Basic Share Plan	\$104.00	\$80.84	2000	Unlimited	Unlimited	\$0.25	
Nationwide for Business Basic Share Plan	\$154.00	\$119.34	4000	Unlimited	Unlimited	\$0.25	
Nationwide for Business Basic Share Plan	\$204.00	\$157.84	6000	Unlimited	Unlimited	\$0.25	
Nationwide 0 Share Plan for Government	\$15.00	\$15.00	0	Unlimited	Unlimited	\$0.25	Limited to 50% of total number of share lines on one account
Nationwide 0 Share Plan for Government w/ PTT	\$18.99	\$18.99	0	Unlimited	Unlimited	\$0.25	Limited to 50% of total number of share lines on one account
Nationwide 100 Share Plan for Government	\$30.00	\$23.00	100	Unlimited	Unlimited	\$0.25	
Nationwide 400 Share Plan for Government	\$38.45	\$28.01	400	Unlimited	Unlimited	\$0.25	
Nationwide 600 Share Plan for Government	\$55.12	\$42.44	600	Unlimited	Unlimited	\$0.25	
Nationwide 1000 Share Plan for Government	\$70.50	\$54.29	1000	Unlimited	Unlimited	\$0.25	

Push to Talk

Rate Plan Name	Price	After Discount	Included Minutes	N&W Minutes	Mobile-to-Mobile	Overage/Min	Options
WVSA Push to Talk only Plan	n/a	\$18.99	n/a	n/a	n/a		unlimited one to one Push to talk
Push to Talk Feature	\$2.00	\$2.00	see calling plan	see calling plan	see calling plan	see calling plan	

Flat Rate

Rate Plan Name	Price	After Discount	Included Minutes	N&W Minutes	Mobile-to-Mobile	Overage/Min	Note
Commonwealth of PA Flat Rate	n/a	\$8.99	0	\$5.00 for 1000 minutes	\$5.00 for 1000 minutes	\$0.70	Outside of Pennsylvania > \$0.69/min - roaming & \$0.20/min - long distance

Voice and Data Choice Bundles for Business

Pooled

Rate Plan Name	Price	After Discount	Included Minutes	N&W Minutes	Features	MB Included	Overage /Min	
Nationwide Voice & Data Bundles	\$35.00	\$35.00	0	Unlimited	Unlimited Mobile-to-Mobile & Domestic TXT	Unlimited	\$0.25	Limited to 50% of total number of share lines on one account
Nationwide Voice & Data Bundles	\$67.00	\$49.61	400	Unlimited	Unlimited Mobile-to-Mobile & Domestic TXT	Unlimited	\$0.25	
Nationwide Voice & Data Bundles	\$62.02	\$47.44	600	Unlimited	Unlimited Mobile-to-Mobile & Domestic TXT	Unlimited	\$0.25	
Nationwide Voice & Data Bundles	\$87.55	\$74.29	1000	Unlimited	Unlimited Mobile-to-Mobile & Domestic TXT	Unlimited	\$0.25	
Nationwide Voice & Data Bundles - Global	\$80.57	\$66.66	400	Unlimited	Unlimited Mobile-to-Mobile & Domestic TXT	Unlimited	\$0.25	
Nationwide Voice & Data Bundles - Global	\$102.43	\$78.87	600	Unlimited	Unlimited Mobile-to-Mobile & Domestic TXT	Unlimited	\$0.25	
Nationwide Voice & Data Bundles - Global	\$117.00	\$90.14	1200	Unlimited	Unlimited Mobile-to-Mobile & Domestic TXT	Unlimited	\$0.25	

Data Only Plans

BlackBerry/Smartphone Devices

BlackBerry/Smartphone Plans			
Price	After Discount	MB Included	Overage /KB
n/a	n/a	n/a	n/a
\$35.00	\$35.00	Unlimited	n/a

Telemetry Share Plan

Rate Plan Name	Price	After Discount	MB Included	Overage /MB
Telemetry 1 MB Share Plan	\$5.00	\$5.00	1	\$3,000
Telemetry 5 MB Share Plan	\$7.00	\$7.00	5	\$3,000
Telemetry 25 MB Share Plan	\$10.00	\$10.00	25	\$3,000
Telemetry 50 MB Share Plan	\$15.00	\$15.00	50	\$3,000

Laptop

PC Modem Cards

3G/4G/Broadband Access for PC Cards and Modems				
Price	After Discount	MB Included	Overage /KB	Options
\$30.00	\$30.00	Unlimited	n/a	n/a

Tethering/Hotspot

Tethering/Hotspot

Enterprise Tethering/Hotspot - Unlimited			
Price	After Discount	MB Included	Overage /KB
\$10.00 (bundled plans only)	\$10.00	unlimited	n/a

Included Features (No Additional Monthly Fee)

Call Waiting
Call Forwarding
Three Way Calling
No Answer/Busy Transfer
Caller ID
Basic Voice Mail with Message Waiting Indicator
Read Mobile Messages
411 Connect (airtime and other charges may apply)

Optional Features

Feature	Monthly	Daily
Visual Voice Mail (on selected handsets)	\$2.99	n/a
VZ Navigator	\$0.00	\$2.00 per day charge (good for 24 hrs)

Costars

Costars members are able to utilize full offering under the Western State Contracting Alliance contract, currently held by Nevada.

For WSCA Master Contract detail please visit the following web site (Master contract managed by the state of Nevada):

<http://purchasing.state.nv.us/Wireless/wireless.htm>

Independent Agencies

Independent Agencies are able to utilize full offering under the Western State Contracting Alliance contract, currently held by Nevada.

For WSCA Master Contract detail please visit the following web site (Master contract managed by the state of Nevada):

<http://purchasing.state.nv.us/Wireless/wireless.htm>

Costars

Costars members are able to utilize full offering under the Western State Contracting Alliance contract, currently held by Nevada.

For WSCA Master Contract detail please visit the following web site (Master contract managed by the state of Nevada):

<http://purchasing.state.nv.us/Wireless/wireless.htm>